

A. G. Contract No. KR930369TRN
ECS File: JPA 93-36
Project/TRACS: HP&R-P6993 05P
Section: Douglas, Arizona
Transportation Study

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 4 June, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF DOUGLAS, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to jointly participate
in selecting and hiring a consultant to conduct a Douglas,
Arizona Transportation Study, to develop and formulate a five
year transportation plan, a ten year transportation plan, and a
twenty year long-range transportation plan, all in accordance
with the attached Scope of Work, which is attached hereto as
Exhibit A and made a part hereof, at an estimated cost of
\$56,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17626</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/04/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. V. Crocenas</u>

II. SCOPE

1. The State will:

a. Participate with the City in the selection of a professional transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the City or the consultant as appropriate. Review and approve the final report prior to the City's final payment to the consultant.

c. Contribute a maximum of \$28,000.00 to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the City on an actual cost basis, in a total amount not to exceed \$28,000.00, within thirty (30) days after receipt and approval of invoices.

2. The City will:

a. Using State approved procedures in the form of Exhibit A, advertise for, and with the concurrence of the State, select and hire a professional transportation planning consultant to accomplish the Project. Be the lead agency for the Project.

b. Provide the State timely copies of Project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all costs over and above the State's \$28,000.00 share, and for any consultant claims for extra compensation attributable to the City.

d. No more often than monthly, invoice the State on an actual cost basis, with no profit or fee, in an amount not to exceed \$28,000.00, for the State share of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 April 1994; provided, however, that this agreement may be cancelled at any time prior to the award of a consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

STATE OF ARIZONA

Department of Transportation

By Elizabeth W. Ames
ELIZABETH AMES
Mayor

By Harry A. Reed
HARRY A. REED, Director
Transportation Planning
Division

ATTEST

By Victor Stevens
VICTOR STEVENS
City Clerk

RESOLUTION

BE IT RESOLVED on this 2nd day of March 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Douglas for the purpose of defining responsibilities for the joint participation in a Douglas Area Transportation Study.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

Mary E. Petrus
for LARRY S. BONINE
Director

TELEPHONE 364-7501



425 TENTH STREET

THE CITY OF DOUGLAS

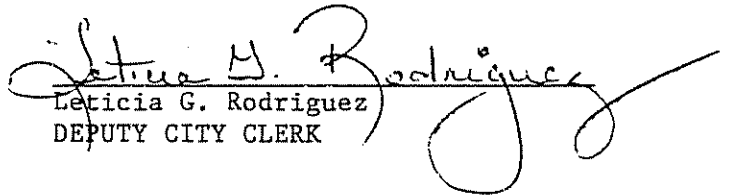
CITY HALL
DOUGLAS, ARIZONA 85607

C E R T I F I C A T I O N

I, Leticia G. Rodriguez, certify that I am the Deputy City Clerk of the City of Douglas, Arizona and I further certify that the foregoing agreement was approved by the Mayor and City Council of the City of Douglas at the regular Council meeting held on April 14, 1993, and further certify that said meeting was held pursuant to law and was in all aspects a true and lawful meeting and that a quorum was present.

Dated this May 10, 1993.

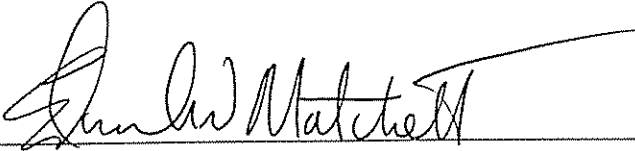
-SEAL-


Leticia G. Rodriguez
DEPUTY CITY CLERK

APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 22nd day of April, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0369-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of June, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7969/111

EXHIBIT A

Scope of Work for the Douglas, Arizona Transportation Study

III. SCOPE OF WORK

1. The Consultant should establish a working relationship with the City of Douglas' elected officials and staff, and each of the members of the Technical Advisory Committee for this project. The agencies likely to be represented on the project Technical Advisory Committee include the following:

- * City of Douglas
- * Douglas Chamber of Commerce
- * Cochise County
- * SouthEastern Arizona Governments Organization (SEAGO)
- * Arizona Dept. of Transportation
- * United States Customs Office

The results of the work tasks comprising the project will be incorporated into working papers to be circulated to the Technical Advisory Committee for review and comment. Work tasks will be addressed by the Committee at regularly scheduled meetings. Reasonable comments and requests by the Committee and the Project Manager will be incorporated into the final documents.

2. Refine the Work Plan - To insure that the Consultant and the Technical Advisory Committee are in accord regarding the scope of the study, the Consultant will present to the Committee for review and comment Technical Memorandum Number 1 presenting a detailed work plan and project schedule. This task will include presentation of a map showing the study area boundaries and all major roads and streets to be addressed in the study. The Consultant shall refine the preliminary definition of the study area presented in Attachment 1.
3. The Arizona Department of Transportation has agreed to provide available aerial photography.

4. Obtain a working knowledge and understanding of life in Douglas, Arizona and the surrounding area. This should include:
 - A. auto, truck, and pedestrian movements by time of day and, the purposes for which such movements are being made;
 - B. the extent that circulation patterns effect, and are caused by economic factors;
 - C. the economic effects of citizens of Mexico shopping, working, and seeking education in Douglas, Arizona;
 - D. international port of entry operations;
 - E. cultural and U.S./Mexico Border influences; and
 - F. perceived needs of the citizens and elected officials of the City of Douglas, Arizona.
5. Inventory Current Conditions. Perform inventories, data collection, and analyses to determine and document the existing conditions for the study area. The following items should be included:
 - A. Current land use patterns will be documented and analyzed with attention focused on such key transportation demand variables as population, employment, and special traffic generators.
 - B. Travel behavior and demand will be estimated and documented. The transportation modeling program, TRANPLAN, is be used.
 - C. The consultant will need to interview City administrators to obtain information describing existing street conditions. For areas outside the Douglas city limits, it will be the Consultant's responsibility to make the evaluation in conjunction with appropriate agencies.
 - D. Information collected should include: jurisdictional responsibility, functional classification, right-of-way, roadway width, number of lanes, pavement type and condition, capacity, level of service, traffic control devices, drainage, maintenance levels, and accident rates.
 - E. Traffic volumes daily and during daily peak travel periods.
 - F. Vehicle classification counts to determine the number and percent of truck on the streets of Douglas.
 - G. Pedestrian traffic.

- H. Signs, signals, and pavement markings.
- I. School crossings and movements of school children.
- J. Three year accident history. Identify any high accident locations.
- K. Unsafe and/or conditions of operation that do not conform with the standard Manual of Uniform Traffic Control Devices.

Prepare Working Paper Number 1 to document the Study Area, adopted work schedule, and existing conditions. Appropriate maps and tables should be used to fully document the Existing Conditions and any operational problems identified. This working paper should also document the Consultant's knowledge and understanding of the community of Douglas. Seek input from, and review by, the Technical Advisory Committee in preparation of Working Paper Number 1.

- 6. The Consultant is responsible for providing all traffic counts and turning movement counts necessary for the study. The City of Douglas and the Arizona Department of Transportation will provide existing, readily available traffic information relevant to the study area, but will be unable to provide additional data collection.
- 7. Future Conditions. Future conditions and roadway needs will be identified for the years 1998, 2003 and 2013. In order to forecast travel demand, future land use patterns will need to be projected. These projections should be consistent with general land use plans, development plans, and population and employment projections.

The Consultant will work with and obtain future projections from Land Use Planning Consultants who will be developing City's General Plan concurrently with this transportation study. Particular attention should be given to assumptions regarding growth, development, immigration, free trade, housing; employment; commercial and retail activities; industrial maquiladora plant operations; Port of Entry and U.S. Customs regulations; and the connection of downtown business district with the rapidly growing retail area immediately west.

The Consultant should examine the City of Douglas' adopted future plan(s), the Arizona Department of Economic Security and SouthEastern Arizona Governments Organization (SEAGO) population projections, and the Cochise County General Plan.

Using the above projections and adopted plans, identify (1998, 2003, and 2013) travel demands and mobility needs for autos, trucks, and pedestrians. The modeling program, TRANPLAN, is to be used. Functional classification of roadways will be recommended corresponding to travel projections. Improvement actions will be identified, and cost estimates and time schedules developed. Finance alternatives necessary to implement the five year, the ten year, and the long range plans will be identified.

Prepare Working Paper Number 2 to document forecast conditions for future year of the study. Seek input from, and review by, the Technical Advisory Committee in preparation of Working Paper Number 2.

8. Compare existing and future year conditions and determine the improvements needed. Alternative actions to meet five year, ten year, and long range needs will be developed. These options will be evaluated by a set of criteria which include, but are not limited to: community support, public development goals, environmental issues, private development responsibilities, improvements in service and safety, and financial resources.

A list of specific projects will be developed to address current problems and the needs of the next five years. These projects will be prioritized and linked with financial options. A recommended five year transportation improvement program is required.

The ten year and long range alternatives will include, but are not limited to, right-of-way acquisitions, new facilities, street widening, and traffic control measures. The ten year projects will be prioritized and related to financial options. Long range plans will be related to financial options.

Prepare the draft Douglas Transportation Plan identifying both short range and longer term improvements with appropriate cost estimates,

implementation schedules, and possible funding sources.

The Douglas Transportation Plan should address improvements which encourage the safe use of bicycles as the City grows. Potential bicycle routes should be identified.

Particular emphasis should be directed toward:

- o Emergency and interior circulation in the study area;
 - o Financing options to implement transportation improvements.
 - o Access control measures to preserve the investment in the roadway system.
9. Prepare the draft Douglas Transportation Plan. The Plan is to be prepared in close cooperation with the project's Technical Advisory Committee.
 10. Seek public input on the draft Douglas Transportation Plan. (See Section IX: Public Input)
 11. Prepare the final Douglas Transportation Plan.
 12. The Consultant shall meet with the Technical Advisory Committee on a regular basis throughout the Project (the precise number of meetings will depend on the Project Schedule).

IV. PRODUCTS

1. Technical Memorandum Number 1 presenting:
 - o the study area boundary (approved by the Technical Advisory Committee);
 - o a detailed scope of work; and
 - o the project schedule.
2. Working Paper Number 1 documenting existing conditions in the study area.
3. Working Paper Number 2 describing future conditions in the forecast year (1998, 2003, and 2013).
4. Draft Douglas, Arizona Transportation Plan. Thirty-five (35) copies.

5. Final Douglas, Arizona Transportation Plan. Fifty (50) copies. Ten (10) of these should be delivered to the Arizona Department of Transportation.
6. Douglas, Arizona Transportation Plan Executive Summary. Thirty (35) copies; fifteen (15) of which are to be delivered to the Arizona Department of Transportation.
7. Two (2) reproducible copies of each of the Working Papers; the final Douglas, Arizona Transportation Plan; and the Douglas, Arizona Transportation Plan Executive Summary.

VII. RESOURCES

The City of Douglas, Arizona and the Arizona Department of Transportation will provide, as appropriate, existing readily available information germane to this study.

The Consultant shall collect, organize, and summarize any additional project-relevant information that the Project Manager deems necessary.

VIII. COORDINATION WITH OTHER AGENCIES

This project shall be coordinated with any existing official plans and programs of the City of Douglas; plans and policies of the Arizona Department of Transportation, including it's Five Year Highway Construction Program; Cochise County's General Plan; and appropriate plans, requirements and regulations of the Arizona Department of Transportation/Motor Vehicle Division and U.S. Customs Office.

IX. PUBLIC INPUT

The Consultant will solicit and document public input. This will include interviews with representatives of the City of Douglas, Cochise County, the Southeastern Arizona Governments Organization, the business community, and others as appropriate. In cooperation with the Technical Advisory Committee, at least one public meeting must be conducted by the Consultant at the draft final report stage. All comments received shall be reviewed and, as appropriate, accounted for in preparation of the final Douglas Transportation Plan.

Under direction from the City Manager, the selected Consultant will provide information, clarification, conclusions, interviews, recommendations, etc. as may be requested by the news media.

X. TIME FRAME

The Douglas Transportation Study shall be completed in the eight month time period commencing from the time the contract is signed. (The contract will be considered complete subsequent to acceptance by the City of Douglas and the Arizona Department of Transportation.)

XI. DOCUMENTATION OF CONSULTANT PROGRESS

The Consultant shall provide brief progress reports to the Douglas City Manager and to the Technical Advisory Committee. These progress reports are to be presented along with each project invoice, as described in Section XII "Compensation". The progress reports shall include, at a minimum, the following:

<u>Work</u> <u>Task</u>	<u>Budget</u>	<u>Previous</u> <u>Billing</u>	<u>Current</u> <u>Billing</u>	<u>Total</u> <u>Billed</u> <u>To Date</u>	<u>Percent</u> <u>Complete</u> <u>To Date</u>	<u>Work</u> <u>Completed</u> <u>this Period</u>
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XII. COMPENSATION

All work described in Section V "Scope of Work" and Section VI "Products" shall be completed to the satisfaction of the Douglas City Manager and the project Technical Advisory Committee.

Progress payments will be made, upon request submitted Invoice and Progress Report, following satisfactory review by the Douglas City Manager and Technical Advisory Committee.

Ten (10) percent of the Consultant's billing will be withheld until the final report is officially accepted by the Douglas City Manager and the Technical Advisory Committee.

